

PUBLIC MARKET CONTRACT

THIS CONTRACT is made and entered into on this _____ day of _____, 2003, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City", and Lincoln Haymarket Development Corporation, hereinafter referred to as "Contractor".

WHEREAS, it is in the public interest to promote the commercial use of the Haymarket area with innovative and unique attractions; and

WHEREAS, Article VIII, Section 13 of the Charter of the City of Lincoln empowers the City Council to contract with any person or persons to conduct and regulate a public market.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. City hereby authorizes the contractor to establish, supervise and maintain the Haymarket public marketplace on a non-exclusive basis. It is understood and agreed that Contractor may subcontract with other parties for the actual operation of said public market, but shall at all times be primarily responsible to the City for the proper operation for said public market.

2. Contractor is granted the exclusive right to use 7th Street and also "P" Street beginning at the southeast corner of 7th and "Q" Streets thence south along the east line of 7th Street to the northeast corner of 7th and "P" Streets then easterly along the north side of "P" Street to the west line of 8th Street thence south across 8th Street to the south line of "P" Street thence westerly along "P" Street to the west line of 7th Street thence north along the west line of 7th Street to the southwest corner of 7th and "Q" Streets then across 7th Street to the southeast corner of 7th and "Q" Streets for the location of a public market, as contemplated hereunder, between the hours of 6:30 a.m. and 1:00 p.m. on Saturdays from May 3, 2003 through and including October 25, 2003. Barricades and signs required for closure to be supplied by the City of Lincoln and placed on location by others.

3. On Saturday, June 14, between the hours of 6:30 a.m. and 1:00 p.m., Contractor will have the exclusive right to use 7th Street and also Q Street at the beginning of the southeast corner of 8th and Q Streets thence west along the south line of Q Street to the southeast corner of 7th and Q Streets thence south along the east line of 7th Street to the northeast corner of 7th and P Streets then westerly along the north side of P Street to the west line of 7th Street then north on 7th Street to the north corner of Iron Horse Park, then to the northeast corner of 7th and Q Streets then to the northeast corner of 8th and Q for the location of a public market. Contractor will be responsible for maintaining one lane of traffic access to the Lincoln Station north parking lot at the northwestern corner of Q and 7th Streets as well as access to private parking at the corner of 7th and Q Streets.

4. Stalls shall be assigned only when a completed form is sent with payment on or before April 6, 2003. Spaces will be assigned by the Market Supervisor. First right of refusal will be given to those vendors who have sold in previous years. Nebraska producers will be given priority over non-Nebraska producers. Daily and seasonal permits may be issued for the use of said stalls by sellers. Stall rental fees shall be established by the Contractor and shall be approved by executive order of the Mayor. A copy of the stall plan to be used for the Haymarket location is attached hereto, marked as Attachment "B", and made a part hereof by reference.

5. Sellers shall be allowed to sell home-grown fruit, vegetables, eggs, honey, plants, flowers and similar produce. Meat, sausage and cheese may be sold; provided, however, such products shall be processed in a licensed plant, shall be prepackaged, and kept in temperatures of 45 degrees Fahrenheit or below.

Contractor may also permit a maximum of fifty percent (50%) of the stalls to be utilized for the sale of prepared foods items or crafts; provided, however, that the percentage provided herein may be revised by the Mayor in the event that insufficient produce is available for sale in the market area (See Attachment "C").

6. The Contractor shall appoint, or shall cause to be appointed, an individual to serve as Market Supervisor, who shall generally supervise the market during the hours of operations, and who shall be responsible to see that the terms and conditions of this Contract are being complied with. Contractor may also promulgate such rules and regulations as it shall deem necessary to govern the operation of said market.

7. The market shall be run in strict compliance with all pertinent health and regulatory codes of the City of Lincoln, the State of Nebraska, and United States of America. The Director of the County-City Health Department, or his authorized representative, shall be entitled to make inspections of any goods offered for sale in the public market area. If the Director, or his authorized representative, find any violations of any pertinent health codes or any of the requirements of this contract relating to the handling of products, the Market Supervisor shall be notified and it shall be the duty of the Market Supervisor to revoke the permit of the seller found to be in violation until such violations are satisfactorily corrected.

8. All stalls shall be so operated and so conducted as not to interfere with the free flow of pedestrian traffic on sidewalks within the public right-of-way maintaining a minimum eight (8) foot wide pedestrian corridor. In the Haymarket public market, vehicles shall be parked on-street in stalls marked on Attachment "B".

9. Contractor shall be responsible for continuously maintaining the market area in a neat and clean condition during the operation of the public market. Upon the termination of each day's business, Contractor shall be responsible for ensuring that the market area is clear of accumulated garbage, trash and litter, and all structures, tables, stands and other obstructions erected during the operation of the market. Contractor shall make such arrangements as may be necessary for the use of sanitary facilities for the general public and producers, either by permission with area property owners or by obtaining portable units at Contractor's expense.

10. Contractor agrees that any time on a market day that market operations cease for lack of additional goods and produce, or for any other reason, Contractor's exclusive right to use the public space shall terminate, and the public right-of-way shall immediately be returned to public use.

11. Prior to commencing any operations under this Contract, Contractor shall:

(a) Provide a bond approved as to form by the City Attorney, executed by a bonding company or a surety company authorized to do business in the State of Nebraska in the sum of \$5,000.00 conditioned upon the faithful execution of all terms and conditions of this Contract;

(b) Take out and maintain during the life of this Contract the applicable Employer's Liability and Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all of the Contractor's employees, and in the case of any work sublet, the Contractor shall require the Subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees as follows:

Worker's Compensation	
State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$300,000

(c) Maintain during the life of this Contract, Public Liability Insurance, naming protecting Contractor and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (i) bodily injury, including wrongful death, (ii) personal injury liability, and (iii)

property damages which may arise from operations under this Contract whether such operations be by Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A.	Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
B.	Personal Injury Damage	\$1,000,000 Each Occurrence
C.	Contractual Liability	\$1,000,000 Each Occurrence
D.	Products Liability and Completed Operations	\$1,000,000 Each Occurrence

The Public Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- A. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- B. Contractual Liability coverage shall be included.
- C. Products Liability and/or Completed Operations coverage shall be included.
- D. Personal Injury Liability coverage shall be included.

12. All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverages are to be placed with insurer's authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

13. All Certificates of Insurance shall be filed with the City of Lincoln on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of Insurance coverage required by Section 10 above and showing the City of Lincoln as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

14. The Contract shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, either directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

15. The City is interested only in the results produced by this agreement. The Contractor has sole and exclusive charge and control of the manner and means of performance. The Contractor shall perform as an independent contractor and it is expressly understood that the Contractor is not an employee of the City and is not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

16. The City agrees to waive the normal fee for the hooding of parking meters in the market area. The City further agrees to provide traffic barricades as determined by the Department of Public Works and Utilities.

17. If additional right-of-way is requested by the Contractor for use in conjunction with the Haymarket public market, the Mayor is authorized to modify paragraph No. 2 of this Contract to grant Contractor the exclusive use of an additional portion of the right-of-way; provided, however, such grant of additional right-of-way use shall be subject to approval of the City Traffic Engineer and shall be subject to all applicable terms and conditions of this Contract.

18. The City hereby reserves in its proper officers the authority to supervise and control the use of all public property for the benefit of the public. Contractor may be required by the City at any time to vacate all or any portion of the service space of the public rights-of-way granted hereunder when necessary for the public good.

19. In connection with the performance of work under this agreement, Contractor agrees that it shall not discriminate against any employee, applicant for employment, or applicant for stall rental because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Contractor shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

20. City agrees that Contractor may operate other markets in the downtown area on private property, provided Contractor has obtained written permission from the owner of the property on which Contractor intends to locate all or any portion of its market and such owner acknowledges that said operation by Contractor is not an official act of the City. Contractor agrees not to use the name of the City in any advertisement, circular, tickets, or other means whatsoever in the advertising or in the furtherance of its operation of markets on private property. It is understood that Contractor intends to operate a market on private property at the following locations: (a) the promenade area on the west side of Lincoln Station.

21. The term of this Contract shall be from May 3, 2003, through and including October 25, 2003.

22. If Contractor should fail to perform all the terms and conditions as provided in this Contract, the City may, in addition to availing itself of all other legal remedies, treat this Contract as terminated and all the rights and interests of the parties herein shall thereupon be null and void.

IN WITNESS OF, the parties have caused this Contract to be executed on the date and year first above written.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

City Clerk

Mayor Don Wesely

ATTEST:

LINCOLN HAYMARKET
DEVELOPMENT CORPORATION

Title:

Title:

Jennifer L. Stokes
President

**Historic Haymarket
Farmers' Market Year 2003 Vendor Application**

Vendor's Name:	
Business Name:	
Others Involved:	
Mailing Address:	
City, State, Zip	
Phone #1:	
Phone #2:	
Fax:	
E-mail:	
Nursery License#:	
Sales Tax #:	

Meat, poultry, egg and dairy vendors, please attach all of your required certificates. Restaurants, please attach a copy of your temporary Food Establishment Permit.

Liability insurance coverage extended to cover your products and stand? ☐ Yes ☐ No
If you currently do not have liability insurance, check with your insurance agent for coverage.

Please check the 2003 Farmers' Market date(s) you plan to participate as a vendor:

- | | | | | |
|--------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|------------------------------------|
| <input type="checkbox"/> May 3 | <input type="checkbox"/> May 10 | <input type="checkbox"/> May 17 | <input type="checkbox"/> May 24 | <input type="checkbox"/> May 31 |
| <input type="checkbox"/> June 7 | <input type="checkbox"/> June 14 | <input type="checkbox"/> June 21 | <input type="checkbox"/> June 28 | |
| <input type="checkbox"/> July 5 | <input type="checkbox"/> July 12 | <input type="checkbox"/> July 19 | <input type="checkbox"/> July 26 | |
| <input type="checkbox"/> August 2 | <input type="checkbox"/> August 9 | <input type="checkbox"/> August 16 | <input type="checkbox"/> August 23 | <input type="checkbox"/> August 30 |
| <input type="checkbox"/> September 6 | <input type="checkbox"/> September 13 | <input type="checkbox"/> September 20 | <input type="checkbox"/> September 27 | |
| <input type="checkbox"/> October 4 | <input type="checkbox"/> October 11 | <input type="checkbox"/> October 18 | <input type="checkbox"/> October 25 | |

Please check all food product(s) you will be selling:

- | | | | | | |
|----------------------------------|--------------------------------|------------------------------------|--------------------------------|--------------------------------------|---------------------------------|
| <input type="checkbox"/> produce | <input type="checkbox"/> herbs | <input type="checkbox"/> jam/jelly | <input type="checkbox"/> honey | <input type="checkbox"/> cider | <input type="checkbox"/> cheese |
| <input type="checkbox"/> meat | <input type="checkbox"/> fish | <input type="checkbox"/> poultry | <input type="checkbox"/> eggs | <input type="checkbox"/> baked goods | |

Other value-added products for human consumption, please describe: _____

Please check all non-food products you will be selling:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> fresh flowers | <input type="checkbox"/> dried flowers/grasses | <input type="checkbox"/> houseplants | <input type="checkbox"/> annual bedding plants |
| <input type="checkbox"/> perennial plants | <input type="checkbox"/> trees & shrubs | <input type="checkbox"/> ornamental corn | <input type="checkbox"/> gourds |
| <input type="checkbox"/> wood furniture | <input type="checkbox"/> wood jewelry | <input type="checkbox"/> metal sculpture | <input type="checkbox"/> pottery |
| <input type="checkbox"/> fountains | <input type="checkbox"/> willow furniture | <input type="checkbox"/> clothing | <input type="checkbox"/> jewelry |
| <input type="checkbox"/> needlecrafts | <input type="checkbox"/> wearable art | <input type="checkbox"/> quilts | <input type="checkbox"/> hats |
| <input type="checkbox"/> hand sewn | <input type="checkbox"/> dolls | <input type="checkbox"/> stained glass | <input type="checkbox"/> knit/crochet |
| <input type="checkbox"/> birdhouses/feeders | <input type="checkbox"/> folk art | <input type="checkbox"/> original sweatshirts | <input type="checkbox"/> wood plaques & signs |
| <input type="checkbox"/> dried floral designs | <input type="checkbox"/> gift baskets | <input type="checkbox"/> original art & craft items | |
| <input type="checkbox"/> Other, please describe: _____ | | | |

First Time Arts and Crafts Vendors,

Please include two (2) photographs with applicable picture. We are sorry, photos are nonreturnable.

Historic Haymarket Farmers' Market Year 2003 Vendor Application

Sign up for the space that most reflects your projected needs. While every effort is made to honor your request, determination of stall space(s) are based upon the entire Market's needs. Long standing vendors will retain stall space and have first right of refusal for stall space.

Check Stall Need:

- ☐ Long standing vendor, would prefer same stall as last year.
Please identify approximate location or stall number if known: _____

Street Stalls:

- _____ Vehicle-plus side access of vehicle, (vending from side requires two stall spaces)
_____ Vehicle-back, vending from back (may also set up tent/umbrella over space)

Sidewalk Stalls:

- _____ Table side walk, may use tent/umbrella in space on east side of 7th Street
_____ Table side walk, may use tent/umbrella in space on west side (Depot) of 7th Street
_____ Table promenade, (Iron Horse Park), under stationary awning
_____ Table promenade, (Iron Horse Park), open area, may use tent/umbrella in space

Deadline for guarantee of stall space to vendors from previous year is April 11th, 2003. After April 11th, 2003, all remaining stalls become OPEN stalls with no guarantee of same stall location.

	Day Stall Fees:	Season Stall Fees:
Produce & Bakery Stalls	\$17.00/day	\$390.00
Arts/Crafts Stalls	\$26.00/day	\$546.00
Commercial Stalls	\$38.00/day	\$728.00

Electricity: (\$1.00 per outlet, per day) # of outlets: _____ x \$1.00 \$ _____

Health Department Fee: (one time \$7.00) Home Baker Food Vendors Only \$ _____
(Lincoln/Lancaster County Health Dept will issue laminated placard which must be posted)

Stall Fee: ☐ Produce ☐ Baker ☐ Art/Craft ☐ Commercial \$ _____

Total Amount Due: \$ _____

I have carefully read and agree to abide by the attached rules and regulations of the 2003 Haymarket Farmers' Market. I understand that any changes or additions to this application must be in writing to the Market Management staff at least 21 days in advance to attending the Market.

Signature: _____

Date: _____

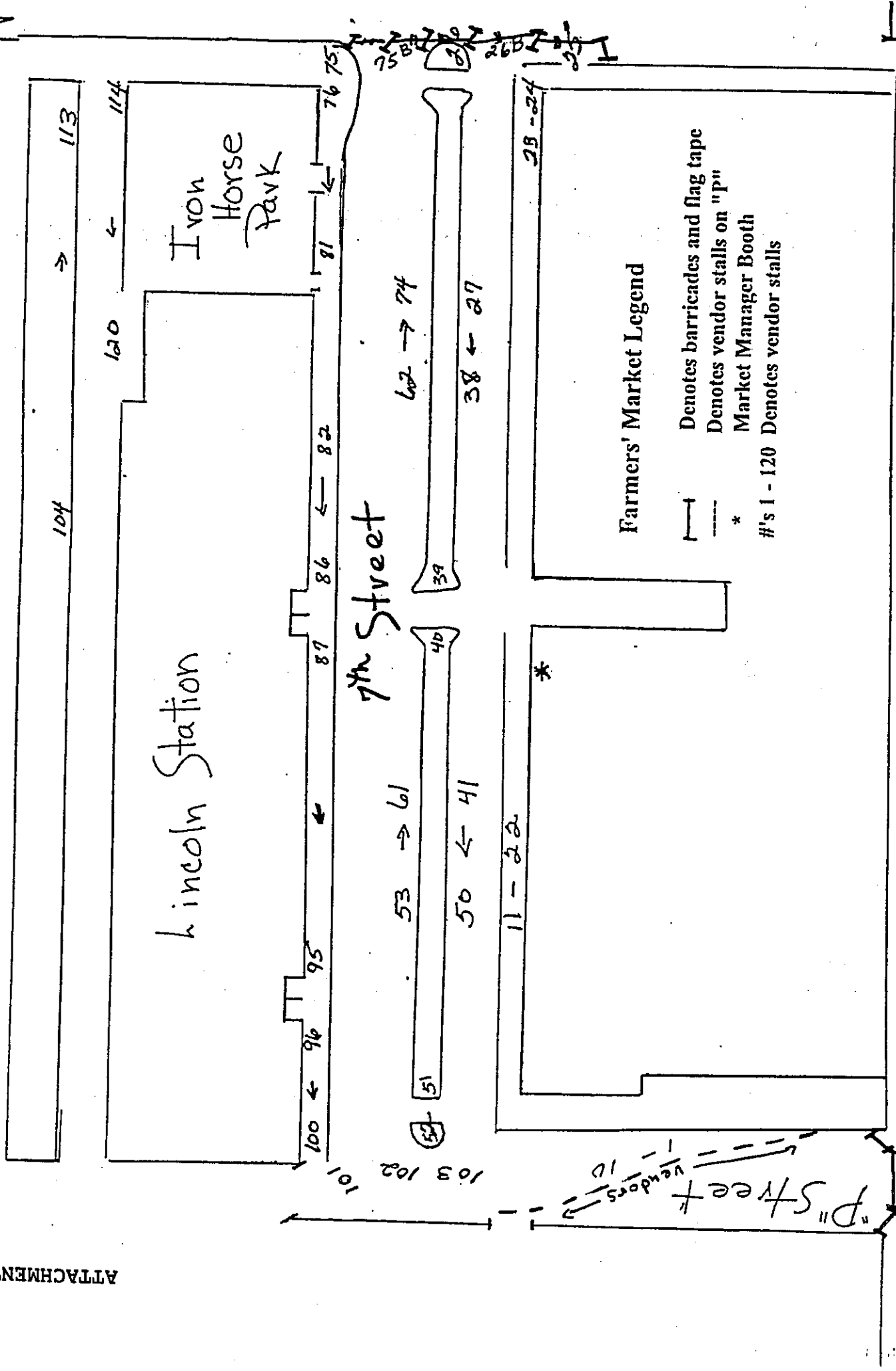
Printed Name: _____

For Farmers' Market Management staff use:

Received by:		Received date:	
Accepted by:		Acceptance date:	
<input type="checkbox"/> Cash	<input type="checkbox"/> Check #	<input type="checkbox"/> Money Order	\$
Comments:			

Haymarket Farmers' Market Legend

ATTACHMENT "B"



24

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/30/2002

PRODUCER (402)434-7200 FAX (402)434-7274
UNICO Group, Inc.
4435 O Street
PO Box 30275
Lincoln, NE 68510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Downtown Lincoln Association
1200 N Street Suite 101
Lincoln, NE 68508

INSURER A: Hull & Company/Colorado Western
INSURER B: Harleysville
INSURER C: Hull & Company/Union
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TBD	09/01/2002	09/01/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	TBD	09/01/2002	09/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS LIABILITY	TBD	09/01/2002	09/01/2003	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Use of Public Property and Public Ways

City of Lincoln is listed as an additional insured

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Lincoln
City Clerk's Office
Attn: Joan Ross
555 S. 10th Street
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ed Packard/SLS

Ed Packard